

A. G. Contract No. KR94 2549TRN
ECS File No.: JPA 94-167
Project: 191GH118 H301901C
Section: US-191, Jct. Solomon
Road - 32nd Street

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD

THIS AGREEMENT is entered into 5 December, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SAFFORD, acting by and through its MAYOR and CITY
COUNCIL (the "City").

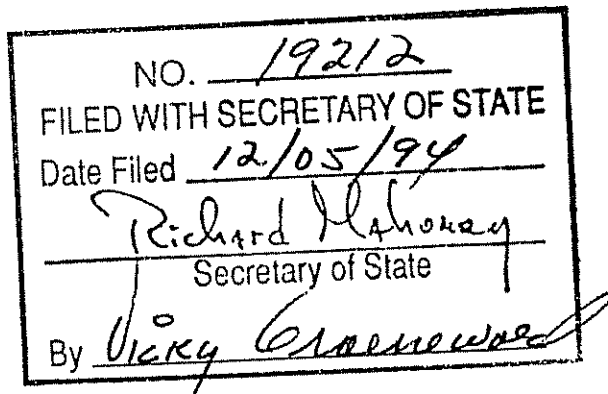
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Incident to an improvement project to US-191 now being
undertaken by the State, the State and the City have identified
a requirement for safety lighting/illumination at the
intersection of US-191 and 32nd Street/Solomon Road due to the
large volume of traffic.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

By change order to it's existing construction contract, and at it's own cost, include the illumination work as part of the State's project.

2. The City will:

Be responsible for maintenance and all electrical energy costs of operating the lighting.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Safford
City Manager
717 Main Street
Safford, AZ 85546

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

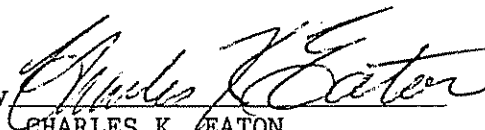
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SAFFORD

STATE OF ARIZONA

Department of Transportation

By 
VAN TALLEY
Mayor

By 
CHARLES K. EATON
State Traffic Engineer

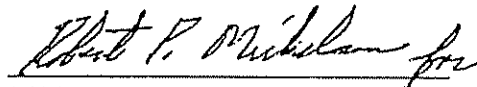
ATTEST

By 
SHERRIE FARAR
City Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of October 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Safford for the purpose of defining responsibilities for the design, construction and maintenance of a highway luminaire at the intersection of US-191 at 32nd Street/Solomon Road in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


LARRY S. BONINE
Director

RESOLUTION 1041

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF
THE CITY OF SAFFORD AUTHORIZING THE EXECUTION OF
AN AGREEMENT FOR ARIZONA DEPARTMENT OF
TRANSPORTATION FOR SAFETY LIGHTING/ILLUMINATION
HIGHWAY 191 AND 32ND STREET/SOLOMON ROAD.

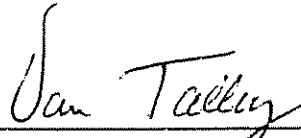
WHEREAS, the City Council is desirous of improving the highway and roads
and providing for safety lighting/illumination in the City of Safford, and

WHEREAS, the State of Arizona, Arizona Department of Transportation is
improving Highway 191 and the intersection of 32nd Street within the City of Safford, and
will provide lighting for the intersection if Safford will maintain the lighting and provide
energy.

WHEREAS, it is for the benefit of the City of Safford that the lighting be
provided.

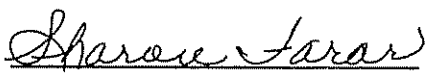
NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common
Council of the City of Safford, that the Mayor be and he is hereby authorized to sign any
and all documents to complete the acceptance of lighting/illumination at the intersection of
Highway 191 and 32nd Street for maintenance and providing electric energy.

PASSED, ADOPTED AND APPROVED by the Mayor and Common Council
of the City of Safford this 14th day of November, 1994.

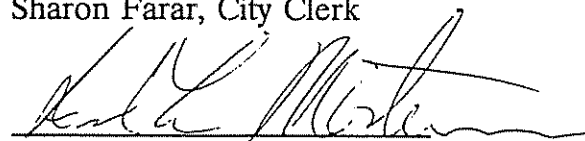


Van Talley, Mayor

ATTEST:



Sharon Farar, City Clerk



Irval Mortensen, City Attorney

APPROVAL OF THE SAFFORD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of November, 1994.

A handwritten signature in cursive script, appearing to read "D. L. Martin", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2549-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 29th day of November, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8661G